

**STATE - LPA**  
**PROFESSIONAL SERVICES, LPA STAFF**  
**CONSTRUCTION ENGINEERING SERVICES**

CITY OF LINCOLN, NEBRASKA  
NEBRASKA DEPARTMENT OF ROADS  
PROJECT NO. HSIP-5254(8)  
CONTROL NO. 12928  
SUPERIOR & I-180, EAST RAMP

THIS AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties"

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related construction project, and

WHEREAS, the LPA and State have entered into Program Agreement, BM1205, for the above named project executed by the LPA on June 18, 2012 and executed by the State on June 22, 2012, and

WHEREAS, the LPA's federal-aid project is designated as Project No. HSIP-5254(8), and

WHEREAS, the project identified above is solely the responsibility of the LPA; the State's involvement in this project is for the sole purpose of acting as the representative of the Federal Highway Administration (FHWA) for eligibility of the project for federal funding;

WHEREAS, the LPA desires to use its own staff to perform the necessary professional construction engineering services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

WHEREAS, the LPA staff is properly qualified to complete this work and has met all applicable requirements of the Nebraska Board of Engineers and Architects to provide professional services for this project, and

WHEREAS, LPA is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

"PHASE OF WORK" means the distinct work phases established for federal aid transportation projects and are the following;

1. Preliminary Engineering/NEPA (*PE*)
2. Final Design
3. Right-of-Way (*ROW*)
4. Utilities
5. Construction Engineering (*CE*)
6. Construction

Each new work phase requires FHWA to: 1) approve obligation of funds, 2) authorize work in that phase to begin, and 3) NDOR to issue a notice-to-proceed to the LPA.

To "ABANDON" the Agreement means that the State has determined that conditions or intentions as originally existed have changed and that the Agreement as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the State has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the LPA as defined herein and as determined by the State.

## SECTION 2. PROGRAM AGREEMENT

All provisions of the project program agreement remain in full force and effect, except to the extent specifically modified herein.

## SECTION 3. SCOPE OF SERVICES

LPA understands that the Services provided by LPA must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA agrees that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is

hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA created a document describing the detailed proposed Scope of Services for this project.
- (2) LPA and State together reviewed the proposed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- (3) On all construction projects, the LPA shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The LPA shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall be developed by and maintained by the LPA.

State and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for LPA Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The LPA agrees to provide the services listed on Exhibit "A" for Project No. HSIP-5254(8), Control No. 12928, in Lancaster County, Nebraska.

*General Statement:* The LPA services generally include, but are not limited to, project management, construction engineering; pre-construction staking, traffic control plans, conducting the preconstruction conference, staking and inspection and materials sampling and testing during project construction, monitoring environmental commitments, preparing as-built plans, progress computations, final computations, preparing contractor change orders, and work orders, and the necessary communication to insure project eligibility.

The LPA shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. LPA shall have the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also

"Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). LPA shall be responsible for all duties of the "Engineer".

Additionally, LPA shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide
- (3) Standard Methods of Tests – 2006
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, LPA shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by LPA, whenever LPA's duties in these respects are not clearly set out in the Construction Contract Documents. LPA shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. LPA shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the State, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The LPA shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work.

The parties understand that the LPA is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the LPA

shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

**SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreement only.)**

The LPA agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska under this agreement. The LPA hereby agrees to contractually require any Consultants or Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the LPA, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

**Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Local Public Agency shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

**SECTION 5. NOTICE TO PROCEED AND COMPLETION**

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion.

State authorized changes in the scope of services, which increase or decrease work-hours or services required of the LPA, will provide the basis for changes to the total costs of the services under this agreement.

The LPA shall complete all work under this agreement within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by LPA after the completion deadline are not eligible for federal funding reimbursement unless the LPA has

received an extension of time in writing from the State and the LPA has federal funding approval for the extension of time.

#### **SECTION 6. CONFLICT OF INTEREST**

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

#### **DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID**

**TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>In the event a

consultant is used by the LPA on this project, the consultant must also complete and sign the

#### **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid**

**Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

#### **SECTION 7. REIMBURSEMENT AND INVOICING**

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$87,258.58, of which \$78,532.72 is the Federal share and \$4,362.93 is the State share and \$4,362.93 is the LPA share.

A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. **Direct Labor Costs** –

- (a) Hourly Rates: For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.
- (b) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

2. Labor Fringe Benefits – provided they are:

- a) reasonable,
- b) required either by law, labor agreements or an established policy of the LPA,
- c) are equitably allocated to all activities,
- d) the accounting basis (cash or accrual) is consistently followed by the LPA,
- e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
- f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:
  - Paid Leaves (holiday, vacation, sick, court, military, etc.)
  - Employer contributions or expenses for:
    - a. Social Security and Medicare
    - b. Employee life and life insurance
    - c. Unemployment insurance
    - d. Worker's compensation insurance
    - e. Retirement/Pension plan costs
    - f. Other similar benefits

3. Direct Non-labor costs – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project;

- D. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.
- E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.
- F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made for any remaining billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.
- G. **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.
- H. **LPA Cost Record Retention.** The LPA shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the LPA shall furnish copies.

**SECTION 8. GENERAL REQUIREMENTS:**

- A. The LPA shall advise the State when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The LPA shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The LPA will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract

professional training, experience and ability to properly complete the work under this agreement. Any examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this Agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors in its work, it shall notify the State of the errors within 24 hours. Failure of the LPA to notify the State will constitute a breach of this Agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

#### SECTION 11. SUSPEND, ABANDON OR TERMINATE

The FHWA, or the State on its behalf has the absolute right to suspend or abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The State can suspend or terminate this agreement at any time. The State will give the LPA seven days written notice of such suspension or termination.

If the State abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the LPA will be reimbursed in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for improper work, the State can suspend reimbursements, pending the LPA's compliance with the provisions of this agreement. In determining the percentage of

work completed, the State will consider the work performed by the LPA prior to abandonment, suspension or termination to the total amount of work contemplated by this agreement.

#### SECTION 12. GENERAL COMPLIANCE WITH LAWS

The LPA hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

#### SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

#### SECTION 14. HOLD HARMLESS PROVISION

The LPA agrees to save harmless the State from all claims and liability due to activities of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

#### SECTION 15. PROFESSIONAL REGISTRATION

When applicable, the LPA shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all documents, plans, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat. 81-3401 et seq.

#### SECTION 16. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

#### SECTION 17. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the LPA is hereby prohibited unless prior written consent of the State is obtained.

#### SECTION 18. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Local Public Agency this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LINCOLN, NEBRASKA  
Chris Beutler

\_\_\_\_\_  
Mayor

STATE OF NEBRASKA     )  
                                      )ss.  
LANCASTER COUNTY     )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 2013.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Greg Wood P.E.

\_\_\_\_\_  
Construction Division Engineer

**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name: Superior St. & I-180 East Ramp Safety Project**  
**Project Number: HSIP-5254(8)**  
**Control Number: 12928**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for the City of Lincoln in Lancaster County, Nebraska. The project consists of the following improvements:

The scope of the project consists of the addition of 20 feet of concrete paving for a 12 foot dedicated northbound right turn lane and 8 feet of shoulder on the east side of the east off-ramp at Superior St. and I-180 in Lincoln. The existing asphalt ramp will be milled 3 inches and overlaid in addition to the construction of an asphalt transition section for the new lane from approximately 1,040 feet south of Superior St. to 511 feet south of Superior St. A concrete transition and 20 foot wide concrete section along the east side of the existing ramp pavement, with longitudinal tie bars to the existing section, will be constructed from approximately 511 feet south of Superior St. to 70 feet south of Superior St. A concrete radius and connection to existing Superior St., with longitudinal tie bars to the existing pavement section, will be constructed from approximately 70 feet south of Superior St. to 25 feet south of Superior St. Reconstruction of the existing Superior St. Trail will also be completed in this area. The Superior St. Trail is on the south side of and adjacent to Superior St. and is located within the street Right of Way corridor. The Trail is adjacent to a mix of parks, commercial and residential property from 1<sup>st</sup> St. to Odgen Rd., however no park equipment is in the immediate vicinity of this trail. The reconstruction of this trail will be to add Detectable Warning Panels on both of the ramp approaches and to match the grade of the new concrete pavement section of the ramp. Closure of the existing trail should last between 4 to 5 days. Pedestrian traffic will be maintained at all times during construction through the use of temporary pavement immediately south of the existing trail. In addition to the paving work, reconstruction of the existing traffic signal system and addition of Intelligent Transportation System applications like camera detection and no right turn on red message signs will be installed at the intersection of the east off-ramp and Superior St. Improved communications infrastructure, which includes a 2" conduit and fiber optic cable, will be installed on Superior St. from 30 feet west of 1<sup>st</sup> St. to 300 feet west of Odgen Rd. These communications elements will be bored under the Interstate 180 corridor. The construction of the elements on this project will require a brief closure of the ramp for milling and overlay operations and a closure on the bike trail for reconstruction. Traffic flow will be redirected through the use of a detour along Cornhusker Highway to 1<sup>st</sup> St. to Superior St. and the ramp closure should last between 1 to 2 days.

It shall be the responsibility of the City of Lincoln (LPA) to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The LPA shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions

8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

### C. LPA SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the LPA's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **six (6)** meetings.
  - 2.4 Public Meeting (If Required) - Scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
  - 2.5 Assume **three (3)** trips to the project site for meetings.
3. Traffic Control Plan. LPA shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the LPA's completion of this activity).
  - 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
  - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
4. Construction Consultation/Site Manager & Daily Work Report (DWR). Maintain and review project materials and promptly enter information into Site Manager.
  - 4.1 Construction Consultation/Site Manager & Daily Work Report (DWR)

- Review and Enter Data into SiteManager
- Maintain Project Field Diaries, Files, and Record data in SiteManager
- Document and Review Daily Work Reports (DWRs)

5. Construction Inspection. LPA shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. LPA shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction.

- 5.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The LPA is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the LPA's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the LPA. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the LPA. NDOR will not conduct these surveys.
- The LPA will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- LPA shall review and approval shop drawings submitted for the design.
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Generate periodic progress estimates using SiteManager.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.

- 5.2 Measure, calculate, and document quantities of pay items

- 5.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 5.4 Assume **two-hundred forty (240)** trips to the site for construction inspection
6. Perform Material Sampling and Testing. The LPA shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOR SHALL PROVIDE:**

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**LPA SHALL PROVIDE:**

- 6.1 Collect, verify, document and deliver all samples to testing lab
- 6.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 6.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 6.4 Assume **ten (10)** trips to the project site for Material Sampling and Testing.
7. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.
  - 7.1 As-Built Drawings
8. Final Inspections. LPA shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with NDOR State Representative to verify that corrective work identified on the punch list has been completed.
  - 8.1 Walkthrough of Site and Preparation of Punch List
  - 8.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the LPA's completion of this activity)
9. Project Closeout. Compiling project construction records as requested. Assemble and transmit Final Construction Records in paper format (printed single sided), including:
  - 9.1 Project Closeout activities shall include the following:
    - Project Manager's Final Estimate

- Copy of Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The LPA RC should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The LPA should send a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review).

**D. SCHEDULE**

1. Notice to Proceed:
2. The Consultant shall provide a schedule of activities and deliverables upon award

# CONSTRUCTION ENGINEERING SERVICES

## Project Cost

Project Name: **Superior St. & I-180 East Ramp Safety Project**  
 Project Number: **HSIP-5254(8)**  
 Control Number: **12928**  
 Location (City, County): **Lincoln, Lancaster**  
 Consultant Project Manager: **N.A.**  
 Phone/Email: **N.A.**  
 LPA Responsible Charge: **Craig Aldridge**  
 Phone/Email: **(402) 416-5349 / caldridge@lincoln.ne.gov**  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **(402) 479-3831 / greg.wood@nebraska.gov**  
 Date: **April 1, 2013**



Labor Costs:		Hours	Rate	Amount
Personnel Classification				
Responsible Charge		120	\$37.14	\$4,456.80
Construction Project Manager		236	\$33.79	\$7,974.44
Engineer				
Designer/CADD Technician				
Survey Crew Chief				
Survey Crew Member				
City Testing Lab Member		29	\$28.65	\$830.85
Inspector 1		548	\$28.65	\$15,700.20
Administrative		2	\$20.61	\$41.22
<b>TOTAL</b>		<b>935</b>		<b>\$29,003.51</b>

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		\$560.00
Mileage/Travel		\$994.40
Lodging/ Meals		
Material Testing		
Other Miscellaneous Costs		\$750.00
<b>TOTAL</b>		<b>\$2,304.40</b>

Total Project Costs:		Amount
Direct Labor Costs		\$29,003.51
Overhead @ 192.91%		\$55,950.67
Total Labor Costs		\$84,954.18
Fixed Fee @		
Direct Expenses		\$2,304.40
<b>PROJECT COST</b>		<b>\$87,258.58</b>

Signature of Responsible Charge \_\_\_\_\_

Date \_\_\_\_\_

# CONSTRUCTION ENGINEERING SERVICES

## LPA's Estimate of Hours

Project Name: **Superior St. & I-180 East Ramp Safety Project**  
 Project Number: **HSIP-5254(8)**  
 Control Number: **12928**  
 Location (City, County): **Lincoln, Lancaster**  
 Consultant Project Manager: **N.A.**  
 Phone/Email: **N.A.**  
 LPA Responsible Charge: **Craig Aldridge**  
 Phone/Email: **(402) 418-5349 / caldridge@lincoln.ne.gov**  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **(402) 479-3831 / greg.wood@nebraska.gov**  
 Date: **April 1, 2013**



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	RC	CPM	ENG	DES	SCC	SCM	LAB	INSP	1	ADM		
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management	60	80										140
Subtotal	60	80										140
2. Meetings												
2.1 Construction Inspection Planning Meeting	2	2						2				6
2.2 Pre-Construction Meeting	2	2					2	2	2			10
2.3 Construction Progress Meetings	12	12						12				36
2.4 Public Meeting (If Required)	4	4						4				12
2.5 Trips to Site (Travel Time) for Meetings		2						2				4
Subtotal	20	22					2	22	2			68
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan	16	16						16				48
3.2 Review/Approve Traffic Control Plan (If Completed by Contractor)												
Subtotal	16	16						16				48
4. Construction Consultation/Site Manager & Daily Work Report (DWR)												
4.1 Construction Consultation/Site Manager & Daily Work Report (DWR)	16	48										64
Subtotal	16	48										64
5. Construction Inspection												
5.1 Construction Inspection								240				240
5.2 Measure, calculate, and document quantities of pay items								80				80
5.3 Maintain records/data and prepare the Weekly Report of WDs								80				80
5.4 Trips to Site (Travel Time) for Construction Inspection		30						30				60
Subtotal		30						430				460
6. Perform Material Sampling and Testing												
6.1 Collect, verify, document and deliver all samples to testing lab								8				8
6.2 Provide all required material certifications to the NDOR M & R Lab								8				8
6.3 Review and document all test results of all samples								8				8
6.4 Trips to Site (Travel Time) for Delivery and Collecting Samples								3				3
Subtotal								27				27
7. As-Built Drawings												
7.1 Prepare As-Built Drawings		16						56				72
Subtotal		16						56				72
8. Final Inspections												
8.1 Walkthrough of Site and Preparation of Punch List	2	8						8				18
8.2 Review Project to verify that Punch List has been completed	2	8						8				18
Subtotal	4	16						16				36
9. Project Closeout												
9.1 Project Closeout	4	8						8				20
Subtotal	4	8						8				20
Total Hours	120	236					29	548	2			935
Total Days (8 hrs)	15.0	29.5					3.6	68.5	0.3			116.9
Total Travel Time		32					3	32				67
Total Hours minus Travel Time	120	204					26	516	2			868

# CONSTRUCTION ENGINEERING SERVICES

## Staffing Plan

Project Name: **Superior St. & I-180 East Ramp Safety Project**  
 Project Number: **HSIP-5254(8)**  
 Control Number: **12928**  
 Location (City, County): **Lincoln, Lancaster**  
 Consultant Project Manager: **N.A.**  
 Phone/Email: **N.A.**  
 LPA Responsible Charge: **Craig Aldridge**  
 Phone/Email: **(402) 416-5349 / caldridge@lincoln.ne.gov**  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **(402) 479-3831 / greg.wood@nebraska.gov**  
 Date: **April 1, 2013**



Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
RC	Responsible Charge	120	\$37.14	\$4,456.80
CPM	Construction Project Manager	236	\$33.79	\$7,974.44
ENG	Engineer			
DES	Designer/CADD Technician			
SCC	Survey Crew Chief			
SCM	Survey Crew Member			
LAB	City Testing Lab Member	29	\$28.65	\$830.85
INSP 1	Inspector 1	548	\$28.65	\$15,700.20
ADM	Administrative	2	\$20.61	\$41.22
<b>TOTALS</b>		<b>935</b>		<b>\$29,003.51</b>

\* For determining labor rates you may use the Median rates provided below or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. The value selected must be placed in the Actual Rate column for each classification title to calculate the project cost.

Overhead Rate\*\*: 192.91% Fee for Profit Rate\*\*:

\*\* If no Overhead Rate or Fee for Profit Rate is provided please contact NDOR.

### CLASSIFICATIONS\*\*\*:

RC = Responsible Charge	SCC = Survey Crew Chief	ADM = Administrative
CPM = Construction Project Manager	SCM = Survey Crew Member	UD1 = User Defined 1
ENG = Engineer	LAB = City Testing Lab Member	UD2 = User Defined 2
DES = Designer/CADD Technician	INSP 1 = Inspector 1	

\*\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

Classification Title	Rate		
	Low	Median	High
Responsible Charge	\$31.43	\$50.40	\$91.52
Construction Project Manager	\$28.85	\$44.48	\$68.90
Engineer	\$25.67	\$36.19	\$57.69
Designer	\$13.10	\$17.73	\$22.75
CADD Technician	\$14.20	\$22.48	\$38.50
Survey Crew Chief	\$20.00	\$28.82	\$39.04
Survey Crew Member	\$13.00	\$18.00	\$28.63
City Testing Lab Member	\$20.00	\$25.50	\$43.13
Inspector 1	\$10.00	\$15.88	\$20.00
Administrative	\$9.00	\$15.45	\$22.60
These rates are only to be used as a tool to check for reasonableness.			

Project Name:	Superior St. & I-180 East Ramp Safety Project
Project Number:	HSIP-5254(8)
Control Number:	12928
Location (City, County):	Lincoln, Lancaster
Consultant Project Manager:	N.A.
Phone/Email:	N.A.
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	(402) 416-5349 / caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Greg Wood
Phone/Email:	(402) 479-3831 / greg.wood@nebraska.gov
Date:	April 1, 2013

<b>Subconsultants:</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
		<b>Subtotal</b>	

[illegible][illegible]

Exhibit "A"  
Page 4 of 5

Contract ID 1928  
Contract Number 12928 000  
Project Number NRP-52548  
Location SUPERIOR ST / I-380 E RAMP, LINCOLN  
Type of Work CONC PAVE ELEC SIGN  
Letting Date April 18th, 2013

These are estimated quantities for materials that need to be tested for this project.  
Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to MDOT for verification testing.

GROUP 3 CONCRETE PAVEMENT									
Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance	
0003	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density-Excavation-Fill Material	854.000	CY	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 1 1	Varies depending on soil types In-place moisture-density tests for each 1000-3000 CY	MS205	CHURCHWELL
Assume:	1 per location/1 locations								
0004	1020.01	DELINEATOR, TYPE I Delineator Posts	1.000	EACH	Sample for Quality	1	Sample required if from a non-approved stock	SG-25	KAREL
0008	3008.05	TE BARS Reinforcing Steel - Field Sample	486.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	MS1000	KAREL
0009	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	43.000	LF	Sample for Quality	1	2-6' samples unless from approved stock	MS1000	KAREL
Assume:	1 Pour 10 CY / FT								
0011	3016.62	White Pigmented Cure Compound-Field User Hot Poured Joint Sealant-Field User 6" CONCRETE CLASS 47B-3000 BKEWAY Poured with LI 0009	39.000	SY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 1 4 1	At(every 300cy), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG-16 SG-16 BEASON SG-16 MASTERS	BYRE
Assume:	10								
0012	3031.09	White Pigmented Cure Compound-Field User 9" CONCRETE BASE COURSE	445.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SP-16	MASTERS
Assume:	1 Pour								
0013	3075.72	Reinforcing Steel - Field Sample White Pigmented Cure Compound-Field User 12" CONCRETE PAVEMENT, CLASS 47B-3500	1137.000	SY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 1	At(every 300cy), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock 2-6' samples unless from approved stock Sample required if from a non-approved stock	SG-15 SG-15 BEASON SG-15 MASTERS	MASTERS
Assume:	1 Pour								
0014	3089.25	White Pigmented Cure Compound-Field User Hot Poured Joint Sealant-Field User TEMPORARY SURFACING	105.000	SY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 1	At(every 300cy), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock 2-6' samples unless from approved stock One sample per lot unless shipped from tested and approved stock	SG-15 SG-15 BEASON SG-15 MASTERS	MASTERS
Assume:	1 Pour								
0024	9005.82	Performance Graded Binder Asphaltic Concrete Asphalt Aggregates Asphaltic Concrete	310.000	TON	Sample for Quality Sample for Quality Sample for Quality Sample for Quality	1 1 1 1	At(every 300cy), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock 1 test every 750 tons 1 test every 750 tons 1 test every 750 tons	SP-142 SP-142 BEASON SP-142 MASTERS	MASTERS
Assume:	25 ton needed for temp surfacing 25/750 = 1 test								
0025	9021.06	PERFORMANCE GRADED BINDER (P0-34)	17.360	TON	Sample for Quality	1	Sample required if from a non-approved stock	SP-152	BYRE
0026	9031.00	TACK COAT	380.000	GAL	Sample for Quality	1	Sample required if from a non-approved stock	SP-140	BYRE
0029	9173.20	Emulsified Asphalt-Type CSS-1/SS-1 OR CSS-1H/SS-1H SUBGRADE PREPARATION Soil Density-Subgrade Preparation	1582.000	SY	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 1 2	In-place moisture-density tests for each 1000' or less	SG-10	CHURCHWELL
Assume:	1 per location/2 locations								

State of Nebraska Department of Roads  
Material Sampling and Testing Summary

Contract ID 1928  
Control Number 12928 000  
Project Number HSP-5254(i)  
Location SUPERIOR ST I-180 E. RAMP, LINCOLN  
Type of Work CONC PAVE ELEC SIGN  
Letting Date April 18th, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Exhibit "A"

Materials Sampling & Testing

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 88 ELECTRICAL	004-0052		VEHICLE DETECTOR, 3 Types	10,000	EACH				
	004-0052		Vehicle Detector Cable						
	0053-0052,		CONDUITS, 7 Types	1917,000	LF	Sample for Quality	3	1 - 4' sample for each cable type per lot; 3 Types	SG-25 KAREL
	0053-0059		ELECTRICAL CABLE, 15 Types			Sample for Quality	7	1 - 2' sample for each lot or batch; 7 Types	SG-21 KAREL
	0063	A079.48	GROUNUD ROD	4,000	EACH	Sample for Quality	15	1 - 4' sample for each cable type per lot; 15 Types	SG-21 KAREL
	0081	7333.03	SIGN POST	60,000	LF	Sample for Quality	1	1 - 1' sample to each cable type per lot; 1 Type	SG-106 KAREL
GROUP 8C SIGNING	0083	0001.08	BARRICADE, TYPE II	1594,000	BDAY	Sample for Quality		Sample required if from a non-approved stock.	SP-134 KAREL
			Reflective Sheeting x			Reflectivity Test	5	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER
GROUP 10 GENERAL ITEMS	0084	0001.10	BARRICADE, TYPE III	312,000	BDAY	Reflectivity Test	2	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER
			Reflective Sheeting x			Reflectivity Test			
<b>Concrete Calculations</b>									
Conversion Factor				Totals					
	47B-3500 and 47B-3000		Bid Item Summary:	530.00	CY				
	Fine Agg	0.866	CY Agg/CY PCC	427.18	CY				
	Coarse Agg	0.561	CY Agg/CY PCC	191.75	CY				
	11F Cement	.564	Bbl/CY PCC	149.46	Tons				
<b>Agg/Cement Sampling &amp; Testing Totals</b>									
	Fine Agg	1.3	tons/CY Agg	555.33	Tons	Fine Agg Gradation	1	One Test every 1500 tons	SG-16 BEASON
	Coarse Agg	1.25	tons/CY Agg	239.69	Tons	Coarse Agg Quality	1	One test every 4500 tons; NDR will test these samples	SG-16 BEASON
	11F Cement	n/a		149.46	Tons	Coarse Agg Gradation	1	One Test every 1500 tons	SG-16 BEASON
						One test every 4500 tons; NDR will test these samples	1	One test every 4500 tons; NDR will test these samples	SG-16 BEASON
						One test every 7500 tons; NDR will test these samples	1	One test every 7500 tons; NDR will test these samples	MASTERS
** These totals assume all concrete produced by at a single source.									

State of Nebraska Department of Roads  
Required Document List

Contract ID 1928  
Control Number 12928 000  
Project Number HSIP-5254(8)  
Location SUPERIOR ST/ I-180 E. RAMP, LINCOLN  
Type of Work CONC PAVE ELEC SIGN  
Letting Date April 18th, 2013

**DISCLAIMER:** This document may not include all material requirements for this project.  
Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 3 C	0001	0030.30	MOBILIZATION	1.000	LS			
	0002	1009.00	GENERAL CLEARING AND GRUBBING	1.000	LS			
	0003	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density-Excavation-Fill Material	854.000	CY			
	0004	1020.01	DELINEATOR, TYPE I delineator posts Reflectors for Delineator Posts	1.000	EACH	TOS TOS APL	NSS205 SG-25 SG-25	CHURCHWELL KAREL DONDLINGER
	0005	1021.00	REMOVE AND RESET DELINEATORS	6.000	EACH			
	0006	1101.00	REMOVE PAVEMENT	402.000	SY			
	0007	1101.25	SAWING PAVEMENT	1161.000	LF			
	0008	3008.05	TIE BARS Reinforcing Steel - Field Sample Reinforcing Steel-(pretested) Non-Shrink Grout Epoxy Resin Bonding System-Grade 3	486.000	EACH	TOS/COT TOS/COT APL APL	NSS1020 NSS1020 NSS909 SP-172	KAREL KAREL MASTERS MASTERS
	0009	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref Expansion Jt Filler-Asphalt Type White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant -Field Use Class B Aggregate Class E Aggregate	43.000	LF	TOS TOS APL APL/TOS APL/TOS TOS TOS	SG-16 SG-16 SG-16 SG-16 SG-16 SG-16 SG-16	MASTERS MASTERS MASTERS MASTERS BYRE BEASON BEASON
	0010	3016.39	DETECTABLE WARNING PANEL	79.000	SF	APL	SP-148	KAREL
	0011	3016.62	6" CONCRETE CLASS 47B-3000 BIKEWAY Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use Class B Aggregate Class E Aggregate	39.000	SY	TOS TOS APL/TOS TOS TOS	SP-16 SP-16 SP-16 SP-16 SP-16	MASTERS MASTERS MASTERS BEASON BEASON
	0012	3031.09	9" CONCRETE BASE COURSE Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Reinforcing Steel-(pretested) Reinforcing Steel - Field Sample White Pigmented Cure Compound-Field Use Class B Aggregate Class E Aggregate	445.000	SY	TOS TOS TOS/COT TOS/COT APL/TOS TOS TOS	SG-15 SG-15 SG-15 SG-15 SG-15 SG-15 SG-15	MASTERS MASTERS KAREL KAREL MASTERS BEASON BEASON
	0013	3075.72	12" CONCRETE PAVEMENT, CLASS 47B-3500 Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Reinforcing Steel(pretested) Reinforcing Steel - Field Sample White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant -Field Use Class B Aggregate Class E Aggregate	1137.000	SY	TOS TOS TOS/COT TOS/COT APL/TOS APL/TOS TOS TOS	SG-15 SG-15 SG-15 SG-15 SG-15 SG-15 SG-15 SG-15	MASTERS MASTERS KAREL KAREL MASTERS BYRE BEASON BEASON
	0014	3089.25	TEMPORARY SURFACING Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use Asphalt Aggregates Asphaltic Concrete Technician Asphaltic Concrete Class B Aggregate Class E Aggregate Performance Graded Binder	105.000	SY	TOS TOS APL/TOS TOS PMV COC TOS TOS TOS	SP-142 SP-142 SP-142 SP-142 SP-142 SP-142 SP-142 SP-142 SP-142	MASTERS MASTERS MASTERS BEASON KOVES KOVES BEASON BEASON BYRE
	0015	7489.06	5" WHITE THERMOPLASTIC, GROOVED	568.000	LF	COC	SG-23	DONDLINGER
	0016	7489.07	5" YELLOW THERMOPLASTIC, GROOVED GLASS BEADS	529.000	LF	COC COC	SG-23 SG-23	DONDLINGER DONDLINGER
	0017	7500.22	RIGHT ARROW, PREFORMED PAVEMENT MARKING, TYPE 3	4.000	EACH	APL	SG-23	DONDLINGER
	0018	7500.25	LEFT/THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4 Preformed Pavement Marking, Type IV	2.000	EACH		SG-23	
	0019	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavement Marking	32.000	LF	APL COC APL	SG-23 SG-23 SG-23	DONDLINGER DONDLINGER DONDLINGER
	0020	7515.05	5" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavement Marking	1234.000	LF		SG-23	
	0021	7515.24	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavement Marking	130.000	LF	COC APL	SG-23 SG-23	DONDLINGER DONDLINGER

State of Nebraska Department of Roads  
Required Document List

Contract ID 1928  
Control Number 12928 000  
Project Number HSIP-5254(8)  
Location SUPERIOR ST/ I-180 E. RAMP, LINCOLN  
Type of Work CONC PAVE ELEC SIGN  
Letting Date April 18th, 2013

**DISCLAIMER:** This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0022	7516.05	5" YELLOW POLYUREA PAVEMENT MARKING, GROOVED Glass Beads-Thermo and Polyurea Polyurea Pavement Marking	466.000	LF	COC APL	SG-23 SG-23	DONDLINGER
	0023	8022.12	HYDRATED LIME FOR ASPHALT MIXTURES Hydrated Lime	3.000	TON	COC	SP-199	DONDLINGER
	0024	9005.82	ASPHALTIC CONCRETE, TYPE SPH Asphalt Aggregates Asphaltic Concrete Technician Asphaltic Concrete	310.000	TON	TOS TOS TOS	SP-177 SP-177 SP-177	REA BEASON KOVES
	0025	9021.06	PERFORMANCE GRADED BINDER (70-34)	17.360	TON	TOS	SP-152	BYRE
	0026	9053.00	TACK COAT Emulsified Asphalt-Type CSS-1/SS-1 Emulsified Asphalt-Type CSS-1H/SS-1H	380.000	GAL	TOS TOS	SP-140 SP-140	BYRE BYRE
	0027	9111.00	WATER	8.000	MGAL			
	0028	9170.00	EARTH SHOULDER CONSTRUCTION	10.080	STA			
	0029	9173.20	SUBGRADE PREPARATION Soil Density-Subgrade Preparation	1582.000	SY	TOS	SG-10	CHURCHWELL
	0030	9179.33	COLD MILLING, CLASS 3	1329.000	SY			
	0031	9300.38	RAP INCENTIVE PAYMENT	527.000	EACH			
	0032	1019.13	EROSION CONTROL, CLASS 1D	2955.000	SY	APL	NSS807	DONDLINGER
GROUP 8B	0033	0030.80	MOBILIZATION	1.000	LS			
	0034	1116.02	REMOVE CABLE	5000.000	LF			
	0035	7309.00	REMOVE POLE FOUNDATION	2.000	EACH			
	0036	A001.35	PULL BOX, TYPE FOR-27	10.000	EACH	PMV	SP-106	KAREL
	0037	A001.50	PULL BOX	2.000	EACH	PMV	SP-106	KAREL
	0039	A004.26	TRAFFIC SIGNAL, TYPE TS-1R	3.000	EACH	PMV	SP-106	KAREL
	0041	A006.74	PEDESTAL POLE	1.000	EACH	COC	SP-106	KAREL
	0042	A006.98	VEHICLE DETECTOR, TYPE A PREFORMED Vehicle Detector Cable Vehicle Detector Loop Sealants	6.000	EACH	TOS APL	SG-25 SG-25	KAREL MASTERS
	0043	A007.08	VEHICLE DETECTOR, TYPE TD-3 Vehicle Detector Cable Vehicle Detector Loop Sealants	2.000	EACH	TOS APL	SG-25 SG-25	KAREL MASTERS
	0044	A007.27	VEHICLE DETECTOR Vehicle Detector Cable Vehicle Detector Loop Sealants	1.000	EACH	TOS APL	SG-25 SG-25	KAREL MASTERS
	0045	A007.31	VEHICLE DETECTOR Vehicle Detector Cable Vehicle Detector Loop Sealants	1.000	EACH	TOS APL	SG-25 SG-25	KAREL MASTERS
	0046	A065.46	1/2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	85.000	LF	MC PMV/TOS	SG-21 SG-21	KAREL KAREL
	0047	A070.10	1 1/2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	42.000	LF	MC PMV/TOS	SG-21 SG-21	KAREL KAREL
	0048	A070.14	2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	416.000	LF	MC PMV/TOS	SG-21 SG-21	KAREL KAREL
	0049	A070.18	3-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	17.000	LF	MC PMV/TOS	SG-21 SG-21	KAREL KAREL
	0050	A070.22	4-INCH CONDUIT IN TRENCH Electrical Conduit	91.000	LF	PMV/TOS	SG-21	KAREL
	0051	A074.14	2-INCH CONDUIT, JACKED Buy America Cert-Producer/Supplier Electrical Conduit	67.000	LF	MC PMV/TOS	SG-21 SG-21	KAREL KAREL
	0052	A074.20	4-INCH CONDUIT, JACKED	1199.000	LF	PMV/TOS	SG-21	KAREL
	0053	A077.12	2/C #14 AWG TRAFFIC SIGNAL CABLE	2286.000	LF	TOS	SG-21	KAREL
	0054	A077.13	3/C #14 AWG TRAFFIC SIGNAL CABLE	1269.000	LF	TOS	SG-21	KAREL
	0055	A077.15	5/C #14 AWG TRAFFIC SIGNAL CABLE	111.000	LF	TOS	SG-21	KAREL
	0056	A077.17	7/C #14 AWG TRAFFIC SIGNAL CABLE	104.000	LF	TOS	SG-21	KAREL
	0057	A077.22	12/C #14 AWG TRAFFIC SIGNAL CABLE	420.000	LF	TOS	SG-21	KAREL
	0058	A078.90	LEAD-IN CABLE	2126.000	LF	TOS	SG-21	KAREL
	0059	A079.06	CAMERA DETECTOR CABLE	490.000	LF	TOS	SG-21	KAREL
	0060	A079.10	EMERGENCY DETECTOR CABLE	54.000	LF	TOS	SG-21	KAREL
	0061	A079.22	TRACER WIRE	5701.000	LF	TOS	SG-21	KAREL
	0062	A079.25	12 STRAND SINGLE MODE FIBER	3065.000	LF	COC	SG-21	KAREL
	0063	A079.48	GROUND ROD	4.000	EACH	PMV	SP-106	KAREL
	0064	A079.49	LOCATE STICK	3.000	EACH	COC	SP-106	KAREL
	0065	A079.55	SERVICE CABLE	1120.000	LF	TOS	SG-21	KAREL
	0066	A079.90	#6 CIRCUIT GROUND CABLE	118.000	LF	TOS	SG-21	KAREL
	0067	A079.91	#8 CIRCUIT GROUND CABLE	590.000	LF	TOS	SG-21	KAREL
	0068	A080.15	STREET LIGHTING CABLE, NO. 4 USE	236.000	LF	TOS	SG-21	KAREL

State of Nebraska Department of Roads  
Required Document List

Contract ID 1928  
Control Number 12928 000  
Project Number HSIP-5254(8)  
Location SUPERIOR ST/ I-180 E. RAMP, LINCOLN  
Type of Work CONC PAVE ELEC SIGN  
Letting Date April 18th, 2013

**DISCLAIMER:** This document may not include all material requirements for this project.  
Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance	Reference		M&R Contact
						Method	Book		
	0069	A080.24	STREET LIGHTING CABLE, NO. 6 USE	750.000	LF	TOS	SG-21		KAREL
	0070	A630.10	REMOVE LIGHT FOUNDATION	2.000	EACH				
	0071	A630.12	REMOVE SIGNAL POLE FOUNDATION	1.000	EACH				
	0072	A630.20	REMOVE PULL BOX	12.000	EACH				
	0073	A699.90	REMOVE	1.000	EACH				
	0074	A700.09	RELOCATE CABLE	76.000	LF				
	0075	A703.00	RELOCATE MAST ARM	1.000	EACH				
	0076	A724.03	RELOCATE	1.000	EACH				
	0038	A003.10	TRAFFIC SIGNAL, TYPE TS-1	1.000	EACH	PMV	SG-21		KAREL
	0040	A005.89	CABINET	1.000	EACH	COC	SG-21		KAREL
GROUP 8C	0077	0030.80	MOBILIZATION	1.000	LS				
	0078	7308.10	REMOVE SIGN	1.000	EACH				
	0079	7314.20	LED SIGN	1.000	EACH	COC	SP-106		KAREL
	0081	7333.03	SIGN POST	60.000	LF	TOS	SP-134		KAREL
	0082	7390.02	RELOCATE SIGN	1.000	EACH				
GROUP 10	0083	0001.08	BARRICADE, TYPE II	1594.000	BDAY				
			Reflective Sheeting x			TOS	SG-23		DONDLINGER
			Barricade Warning Lights Type C x			APL	SG-23		KAREL
	0084	0001.10	BARRICADE, TYPE III	312.000	BDAY				
			Barricade Warning Lights Type A x			APL	SG-23		KAREL
			Reflective Sheeting x			TOS	SG-23		DONDLINGER
	0085	0001.75	TEMPORARY SIGN DAY	80.000	EACH				
	0086	0001.90	SIGN DAY	1045.000	EACH				
	0087	0001.99	CONTRACTOR FURNISHED SIGN DAY	2.000	EACH				
	0088	0002.31	TEMPORARY PAVEMENT MARKING	399.000	LF				
			Raised Pavement Marker x			APL	SG-23		DONDLINGER
			Temporary Pavement Marking Tape Type I x			APL	SG-23		DONDLINGER
			Temporary Pavement Mrkng Tape Type II x			APL	SG-23		DONDLINGER
	0089	0002.97	FLASHING ARROW PANEL	20.000	DAY				
	0090	0003.06	CHANGEABLE MESSAGE SIGN	15.000	DAY				
	0091	0003.10	FLAGGING	30.000	DAY				
	0092	0005.10	TRAFFIC CONTROL MANAGEMENT	76.000	DAY				
	0093	0030.00	MOBILIZATION	1.000	LS				
	0094	1017.50	CONSTRUCTION STAKING AND SURVEYING	1.000	LS				
	0095	9110.01	RENTAL OF LOADER, FULLY OPERATED	10.000	HOUR				
	0096	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000	HOUR				
	0097	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	10.000	HOUR				
	0098	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR,	10.000	HOUR				
	0099	L022.75	TEMPORARY SILT CHECK	200.000	LF				
	0100	L022.90	TEMPORARY SILT FENCE	200.000	LF	APL	NSS809		DONDLINGER
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-80		KAREL